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300 Bland Street
P.O. Box 770
Bluefield, WV 24701

August 6, 2004

Chairman Pat Miller
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Dear Chairman Miller

DOCKET NO.

04-00240

**RE: Interconnection Agreement Amendment One -
Frontier & Ben Lomand**

Enclosed for TRA approval are an original and 14 copies of Amendment One to the Local Interconnection Agreement between Citizens Telecommunications Company of Tennessee, LLC, and Ben Lomand Rural Telephone Co-op, Inc

A check for fifty dollars (\$50.00) to cover this filing fee is enclosed

Please stamp as received the additional copy and return it in the enclosed envelope.

If you have any questions, please call me at 304-325-1216.

Sincerely,

J. Michael Swatts
State Government Affairs Director

Enclosure

AMENDMENT ONE TO THE AGREEMENT FOR LOCAL WIRELINE INTERCONNECTION

This Amendment One to The Agreement for Local Wireline Network Interconnection (the "Agreement") between Citizens Telecommunications Company of Tennessee, Inc ("Citizens") and Ben Lomand Communications, Inc ("BLC"), is made this 23rd day of June, 2004. Citizens and BLC are referred to herein collectively as the "Parties"

Citizens and BLC entered into the Agreement on August 24, 1999

Citizens and BLC desire to amend the Agreement

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows

- 1 **Change legal entity** on Title Page and signature location from Citizens Telecommunications Company of Tennessee, Inc to Citizens Telecommunications Company of Tennessee L.L.C
- 2 **TABLE OF CONTENTS - remove and replace with the revised TABLE OF CONTENTS attached.**
- 3 **SECTION 3 - NETWORK INTERCONNECTION – remove and replace Section 3.4 and 3.4.1 with the following:**

3.4 Reciprocal Compensation For the Transport and Termination of Interchanged Traffic

3.4.1 The Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of local traffic originating on one Party's network and terminating on the other Party's network within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas that are the subject of this Agreement and all other terms and conditions set forth in this Agreement

- 4 **SECTION 10 – YEAR 200 COMPLIANCE – remove this section in its entirety.**
- 5 **SECTION 11 - DIRECTORY LISTINGS AND DISTRIBUTION SERVICES – remove and replace Section 11 with the following:**

SECTION 11 DIRECTORY LISTINGS

11.1 Introduction

This Directory Listings section sets forth terms and conditions with respect to the inclusion of BLC's customer listings in Citizens' published directories

11.1.1 In those areas where BLC and Citizens both provide local exchange telephone service and have established interconnection for the exchange of traffic pursuant to the terms of this Agreement (defined as the "Listing Area"), Citizens or its contractors will include White Pages and Yellow Pages listing information for BLC's end users in the Listing Area in appropriate Citizens directories provided that BLC provides listing information to Citizens on a timely basis. Citizens will

include the White Pages and Yellow Pages listing information in Citizens directories at no charge to BLC provided that BLC provides subscriber listing information at no charge to Citizens

11.1.2 Any references in this Section 11 to Citizens procedures, practices, requirements, or words of similar meaning, shall also be construed to include those of Citizens' contractors that produce directories on its behalf

11.2 Directory Listings

11.2.1 At no charge to BLC, Citizens will include in appropriate White Pages directories the primary alphabetical listings of those end users located within the Listing Area

11.2.2 At no charge to BLC, Citizens agrees to include one basic White Pages listing for each BLC customer located within the geographic scope of Citizens' White Page Directories within the Listing Area, and a courtesy Yellow Page listing for each BLC business customer located within the geographical scope of Citizens' Yellow Page directories. A basic White Page listing is defined as a customer name, address, and assigned number. Basic White Pages listings of BLC customers will be inter-filed with listings of Citizens and other LEC customers. Directory listings will make no distinction between BLC and Citizens subscribers.

11.2.3 BLC may obtain on behalf of BLC's customers secondary White Page listings from Citizens, and Citizens agrees to provide to BLC secondary White Page listings at the same rate(s) charged to Citizens' end user customers.

11.2.4 For the listings provided by BLC for inclusion in Citizens' directories, BLC will furnish to Citizens on a timely basis subscriber listing information as required to prepare and print the alphabetical listings of said directory.

11.2.5 The Parties will cooperate in the development of a suitable timetable for the submission of customer listing information for inclusion in the appropriate Citizens directories. BLC will provide subscriber listing information to Citizens in such format as is consistent with a base listing format normally provided to publishers of directories. BLC will use reasonable commercial efforts to provide the subscriber listing information in a format that will accommodate inclusion on a mechanized basis in the Citizens directory publishing process. Citizens will not impose on BLC any service order or any other charges for processing, handling, or inclusion of BLC's listings pursuant to this Section 11.

11.3 Limitation Of Liability And Indemnification

11.3.1 Neither Party will be liable to the other Party for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions relating to the White Pages listings and services, including any and all associated equipment and data processing systems, unless said losses or damages result from the indemnifying party's gross negligence or willful or wanton or intentional misconduct.

11.3.2 BLC shall defend, indemnify and hold Citizens and its affiliates, officers and agents harmless from any and all third party claims, suits, actions, demands, costs, settlements losses, damages expenses and all other liabilities, including reasonable attorney fees arising out of or resulting from a breach of contract, breach of warranty and/or the intentional and negligent acts or omissions on the part of BLC, its employees, officers, affiliates and agents in the performance of, or failure to perform, the activities contemplated by this Section 11 of this Agreement including, but not limited to, the provision of customer listing information on an accurate and timely basis. Citizens shall defend, indemnify and hold BLC and its affiliates, officers and agents harmless from any and all third party claims, suits, actions, demands, costs, settlements losses, damages expenses and all other liabilities, including reasonable attorney fees arising out of or resulting from a breach of contract, breach of warranty and/or the intentional and negligent acts or omissions on the part of Citizens, its

employees, officers, affiliates and agents in the performance of, or failure to perform, the activities contemplated by this Section 11 of this Agreement

11.3.3 Notwithstanding any other provisions of this Agreement, the Parties agree that: (a) Citizens has no legal duty or obligation to publish any BLC customer listing in any Citizens directory with respect to any BLC customer for which BLC does not provide Citizens the BLC customer listing information in accordance with this Section 11 of this Agreement, and (b) Citizens will not be liable to BLC or any BLC customer, for Citizens' failure to publish any BLC customer listing in any Citizens directory with respect to any BLC customer which BLC does not provide to Citizens the BLC customer listing information in accordance with this Section 11 of this Agreement

6 SECTION 30 - TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC – **remove and replace** Section 30.4 with the following

30.4 The Parties agree that the mutual provisions and relative obligations set forth in Sections 30.2 and 30.3 represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and as a result of these provisions, neither Party will owe a net due amount to the other Party for switching, transport, termination, or delivery of ISP traffic.

This Amendment will become effective upon approval by the Tennessee Regulatory Authority

All other terms and conditions of the Agreement will remain in full force and effect

Ben Lomand Communications, Inc

Citizens Telecommunications Company of
Tennessee L L C

By Levoy Knowles

By Kim Czak

Typed Levoy Knowles

Typed Kim Czak

Title Executive Vice President

Title Director Carrier Svc

Date 7/16/04

Date 7/21/04

AGREEMENT FOR LOCAL WIRELINE NETWORK INTERCONNECTION

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